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AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) Prescribed by GSA FAR (48 CFR) 53.212

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AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK Prescribed by GSA FAR (48 CFR) 53.212 Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT

## Performance Work Statement

Washington Headquarters Services (WHS)
Information Technology Management Directorate
(ITMD)

Offsite Data Storage May 5, 2006

## Performance Work Statement (PWS)

## Section 1 INTRODUCTION

## 1.0 Background

WHS is a Department of Defense (DoD) Field Activity and is comprised of eleven Directorates. ITMD is the Directorate responsible for providing IT services to WHS and other Office of the Secretary of Defense (OSD) offices. In an effort to ensure business continuity and protection of mission critical data, WHS requires an offsite data storage and transportation solution for disaster recovery tapes.

## 1.1 Purpose

To transport WHS's disaster recovery tapes to a secure offsite data storage area to ensure protection of mission critical data required during a disaster recovery.

## 1.2 Requirement

The services required are the transport of Washington Headquarters Services' disaster recovery tapes to a secure off-site data storage facility, ensuring the overall protection of mission critical data, and transport to a government emergency remote location when requested.

#### Section 2 SCOPE OF WORK

- 2. All functions must be performed to the standards set forth in this contract. The contractor shall execute activities and tasks consistent with the performance description station in section V "Performance Requirement Summary" of the Performance Work Statement.
- 2.1 The objective is to implement a solution that reduces the level of effort required by WHS system administrators in offsite data storage and transportation. Improve the access control levels and media tracking to ensure that data's integrity is maintained. Provide secure, timely and reliable offsite data storage and transportation while achieving maximum cost-effectiveness.

## Section 3 DESCRIPTION OF WORK

- 3.1 Capable of storing and transporting classified information.
- **3.2** Transport and storage of approximately three hundred fifty (350) SDLT, twenty (20) AIT-3, and five hundred (500) 3490E/3590 tapes total for five (5) locations. The quantity of tapes is an estimated; accual number of tapes will increase or decrease based on the data and capacity of tapes being used by the government.

3.3 Weekly pickup and delivery off of disaster recovery tapes from the following mailing addresses during normal business hours (0800-1600).

	Mailing Address	Day of Pickup and drop off
1	1155 Defense Pentagon Room 3B287 Washington, DC 20301	Wednesday
2	1215 South Clark Street Suite 1204, Crystal Gateway 3 (CG3) Arlington, VA 22202	Wednesday
3	Polk Building 2521 Jefferson Davis Highway Arlington, VA 22202	Wednesday
4	1401 Wilson Blvd. Suite 402 Arlington, VA 22209	Wednesday
5	Pentagon Renovation and Construction Program Office 100 Boundary Channel Drive Arlington, VA 22202	Wednesday

- **3.4** Provide unscheduled, emergency pickup, and/or delivery at the client's request 24 hours a day, 365 days a year within a two (2) hour period.
- 3.5 Contractor shall provide an unmarked driver, vehicle, and storage facility.
- 3.6 Contractor is required to sign a Nondisclosure Agreement (NDA) and return to client prior to task starting date.
- 3.7 Contractor must have data reconstruction insurance to cover potential data loss or damage during transit and storage.
- 3.8 Photo identification badges, issued to client, to ensure only authorized personnel have access to send and or receive tapes.
- 3.9 Multiple levels of authorized access controls that grant specific access or rights to tapes and services for client personnel based on functions and need identified by client.
- 3.10 A remote interface tool to manage and track tapes during storage and transport.
- **3.11** Barcode scanning software and equipment compatible with Windows 2000/XP operating systems.
- 3.12 Classified information must be stored in a GSA approved container meeting the requirements of Federal Specification AA-V-2737 (See 12.2 Reference Documents item 5).

- 3.13 Environmental controls and fire suppression must be provided during transport and while stored in vault.
- **3.14** Fire and security system installed at vault must meet requirements specified in both Manual for Physical Security Standards for Sensitive Compartmented Information Facilities and DoD 5520.22M (See 12.2 Reference Documents items 3 and 4).
- **3.15** Vaults must meet National Institute of Standards and Technology (NIST) standards for protecting against data erasure from static magnetic fields and the vault doors must be GSA approved, Class 5 (See 12.2 Reference Documents item 5).
- 3.16 Backup power supply must conform to American National Standards Institute (ANSI)/National Fire Protection Association (NFPA) Standard 110 for Emergency and Stand-by Power Systems.

## Section 4 ADMINISTRATIVE CONSIDERATIONS

## 4.0 Contractor Personnel

Contractor shall provide the names of all key personnel. Key management personnel are defined as the Project Manager, drivers, and individuals making pickups and deliveries to the Pentagon and Government remote site, using the following information and format:

- a. Position and brief responsibility of the proposed key person.
- b. Name of individual proposed for the position
- c. Security Level

## 4.1 Government Points of Contact

The individuals listed below by title shall be determined and identified by the contracting officer at contract award:

- a. Contracting Officer Representative (COR)
- b. Delivery/Pickup Site Reps.
- c. Government Security Officer

## Section 5 PERFORMANCE REQUIREMENTS SUMMARY

## 5.0 Summary

5.1 The following performance requirements matrix indicates the areas of performance and the methods of which the requirements will be met and monitored:

Task	Required Services	Performance Standard	Performance incentive	Monitoring Method
1	Provide transport of tapes including classified materials.	<ul><li>Unmarked driver and vehicle.</li><li>Driver must have photo</li></ul>	100% payment for meeting all mandated requirements.	Observation by COR and named

		identification badge Classified information must be stored in a GSA approved container.	Nonconformance is unacceptable.	government points of contact at pickup and delivery site representatives.
	Provide unscheduled, emergency pickup, or delivery at the government's request 24 hours a day, 365 days a year.	Pickup or delivery not to exceed two hours.	Contractor receives 100% of price if performed within two hours. Should a pickup or delivery exceed two hours payment will be deducted by 1%.	Receipt for each delivery or pickup.
3	Provide storage of tapes including classified materials.	-Vault must meet required standards of Federal Specification AA-V-2737 -Vault door must be GSA approved class 5Fire and security system installed at vault must meet requirements specified in both DIAM-50-3 and DoD 5520.22M -Backup power supply must conform to ANSI/NFPA Standard 110 for Emergency and Stand-by Power Systems Unmarked storage facility	100% payment for meeting all mandated	Site survey and engineering certification.
4	Provide monthly reports	Contractor shall delivery to the COR a comprehensive monthly report quantifying government data tapes in storage.	Contractor shall receive favorable past performance when 00% of reports are received by the 15 th of the month.  Nonconformance shall result in a unfavorable past performance rating.	COR receipt of monthly reports.

## 5.2 Section 508 Requirements

Contractor provided materials, to include tape management and tracking software, must be FAR Section 508 compliant or be able to show that an exception applies per FAR subpart 39.2. Additional information can be found at <a href="http://www.section508.gov">http://www.section508.gov</a>

## Section 6 DELIVERABLES

- **6.0** The contractor has the sole responsibility to provide the government the following deliverables (service):
  - a. transport of classified and non-classified data tapes;
  - b. emergency pickup or delivery of data tapes,
  - c. storage of classified and non-classified data tapes,
  - d. Comprehensive monthly reports.

## Section 7 GOVERNMENT FURNISHED ITEMS

- 7.0 The Government shall furnished the following items.
- 7.1 List of authorized government points of contract personnel.
- 7.2 The Government shall issue Department of Defense building passes to elegible persons assigned, and performing contractual services in the Pentagon, and those facilities listed in Section 3.3 of this document.
- **7.3** Approximately three hundred fifty (350) SDLT, twenty (20) AIT-3, and five hundred (500) 3490E/3590 tapes. The quantity of tapes is a consolidated estimate for all five Section 3.3 locations. The number of tapes will increase or decrease based on the data and capacity of tapes being used by the government.

## Section 8 CONTRACTOR FURNISHED ITEMS

- **8.0** The Contractor shall furnish the following items to accomplish the requirements of this performance work statement:
- 8.1 Signed copy of the Nondisclosure Agreement received from the Contracting Officer.
- 8.2 Storage containers and appropriate locks designed to protect media during transport.
- **8.3** The Contractor shall submit to the Contracting Officer's Representative a DD Form 2249, DoD Building Pass Application for each employee requiring access to pickup and delivery facilities.
- **8.4** Barcode scanner and associated software and drivers, compatible with Windows 2000/XP operating systems.
- 8.5 Contractor shall provide barcodes for tape media.

#### Section 9 TRAVEL

**9.0** This requirement does not require additional contractor travel beyond the transport services required to perform the tasks associated with this contract, which shall be supported by the contractor.

## Section 10 INSPECTION AND ACCEPTANCE

## 10.0 Quality Control

- **10.1** The contractor shall implement a comprehensive quality control plan to be submitted with proposal to ensure timely and effective accomplishment of tasks required by this PWS, and that deliverables are acceptable.
- **10.2** The government's quality assurnace and inspection plans are described in Sectin 5.1, in the performance requirements matrix. The government shall randomly inspect contractor's transport vechilcle and place of storage.
- 10.3 Acceptance of data tapes shall be at a government location.

## Section 11 PLACE OF PERFORMANCE

11.0 Weekly pickup and drop-off of tapes shall be at addresses listed in the "Description of Work" stated in Section III and to a government emergency remote location upon request by the government.

#### Section 12 PERIOD OF PERFORMANCE

12.0 The period of performance shall be one (1) base year, starting from the award date with four (4) option years, to be exercised at the Government's discretion.

#### Section 13 STAFFING

13.0 The contractor shall provide all qualified personnel necessary to accomplish the tasks required in the work performance for a fixed price per month.

#### Section 14 SECURITY

- 14.0 At the start of contract performance Contractor's personnel assigned to this project must posses a Personnel Security Clearance at the Secret level as identified in block 1.a of the DD Form 254.
- **14.1** At the start of contract performance Contractor shall posses a facility security clearance at the Secret level in accordance with blocks 1.a and b of the DD 254 Form.
- 14.2 Work under this contract may require contractor personnel to have access to information that is subject to and protected by the Privacy Act. Therefore, contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

## Section 15 REFERENCE DOCUMENT

- 15.0 Contractors are encouraged to use the following list of government documents as guides in the preperation and performance of this requirement.
- 15.1 Rehabilitation Act of 1973, Title 29 U.S. Code, Section 508 http://www.section508.gov
- 15.2 FAR Subpart 39.2, Electronic and Information Technology, dated 01 January 2003. <a href="http://www.acqnet.gov/far/current/html/Subpart%2039">http://www.acqnet.gov/far/current/html/Subpart%2039</a> 2.html
- **15.3** DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) January 1995. <a href="http://www.dss.mil/isec/nispom\_0195.htm">http://www.dss.mil/isec/nispom\_0195.htm</a>
- **15.4** Manual for Physical Security Standards for Sensitive Compartmented Information Facilities. <a href="http://www.fas.org/irp/offdocs/dcid1-21.htm">http://www.fas.org/irp/offdocs/dcid1-21.htm</a>
- **15.5** GSA Federal Specification AA-V-2737, Modular Vault System, dated 25 April 1990. <a href="http://locks.nfesc.navy.mil/pdf">http://locks.nfesc.navy.mil/pdf</a> files/aav2737.pdf
- **15.6** DoD 5200.1, Reference G: DoD 5200.1-R, "Department of Defense Information Security Program Regulation, January 17, 1997, Para C6.4.3.4.4, Appendix 7 <a href="https://www.dtic.mil/whs/directives/corres/xml/d52001x.xml">www.dtic.mil/whs/directives/corres/xml/d52001x.xml</a>

ITEM NO 0001

SUPPLIES/SERVICES

**QUANTITY** 

UNIT

Months

**UNIT PRICE** 

**AMOUNT** 

Off-site Data Tape Storage

FFP

The contractor shall provide qualified personnel and equipment necessary to perform the requirements of this contract as stated in the performance work statement.

PIN #: 76108

Req #: H9126860890001

PURCHASE REQUEST NUMBER: H9126860890001

**NET AMT** 

\$0.00

ACRN AA

\$0.00

Page 11 of 28

11EM NO 0001AA	Transport of classified FFP and non-classified data so The contractor shall provi transport government data PURCHASE REQUEST	ide qualified perso a tapes as stated in	the performance		AMOUNT (b)(4)
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	ACRN AA			NET AMT	(b)(4)

Page 12 of 28

ITEM NO 0001AC	Data Tape Storage FFP for classified and non-cla The contractor shall provi			UNIT PRICE (b)(4)  nent necessary to	AMOUNT (b)(4)
	provide storage of governs statement. PURCHASE REQUEST 1	ment data tapes as	stated in the pe		
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ITEM NO 0001AD	SUPPLIES/SERVICES  Monthly Reports FFP The contractor shall provide comprehensive report quarter PURCHASE REQUEST N	ntifing all governr	nent furnished o	<del></del>	AMOUNT

ACRN AA

NET AMT

Page 13 of 28

ITEM NO 0002 OPTION	SUPPLIES/SERVICES  Off-site Data Tape Storage	QUANTITY	UNIT Months	UNIT PRICE	AMOUNT
	FFP Option Year One Augu The contractor shall provi perform the requirements statement.	de qualified perso	nnel and equip	ment necessary to	
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Page 14 of 28

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The contractor shall provide qualified personnel and equipment necessary to provide storage of government data tapes as stated in the performance work statement.

**NET AMT** 

UNIT PRICE

(b)(4)

(b)(4)

**AMOUNT** 

(b)(4)

ITEM NO 0002AD OPTION

SUPPLIES/SERVICES

QUANTITY (b)(

UNIT Months

UNIT PRICE

AMOUNT (b)(4)

Monthly Report

**FFP** 

The contractor shall provide to the Contracting Officer's Reprsentative a comprehensive report quantifing all government furnished data tapes being stored.

Page 15 of 28

ITEM NO

SUPPLIES/SERVICES

QUANTITY

UNIT **UNIT PRICE** 

Months

**AMOUNT** 

0003 **OPTION** 

Off-site Data Tape Storage

FFP

Option Year Two August 8, 2008 through August 7, 2009

The contractor shall provide qualified personnel and equipment necessary to perform the requirements of this contract as stated in the performance work

statement.

PIN #: 76108

Req #: H9126860890001

NET AMT

(b)(4)

ITEM NO 0003AA **OPTION** 

SUPPLIES/SERVICES

QUANTITY (b)(

**UNIT** Months **UNIT PRICE** (b)(4)

**AMOUNT** (b)(4)

Transport of classified

**FFP** 

and non-classified data storage tapes.

The contractor shall provide qualified personnel and equipment necessary to transport government data tapes as stated in the performance work statement.

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ITEM NO 0003AB OPTION	SUPPLIES/SERVICES  Emergency Pickup or Del	QUANTITY (b) ivery	UNIT Months	(b)(4)	AMOUNT (b)(4)
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ITEM NO SUPPLIES/SERVICES QUANTITY **UNIT UNIT PRICE AMOUNT** 0004 Months **OPTION** Off-site Data Tape Storage **FFP** Option Year Three August 8, 2009 through August 7, 2010 The contractor shall provide qualified personnel and equipment necessary to perform the requirements of this contract as stated in the performance work statement. PIN #: 76108 Req #: H9126860890001 (b)(4)**NET AMT** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE** AMOUNT 0004AA (b)(4)(b)(4)(b)(4) Months **OPTION** Transport of classified **FFP** and non-classified data storage tapes. The contractor shall provide qualified personnel and equipment necessary to transport government data tapes as stated in the performance work statement. NET AMT (b)(4)

ACRN AA

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ITEM NO 0004AB	SUPPLIES/SERVICES	QUANTITY (b)(	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)			
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT			
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	FFP for classified and non-classified data tapes.							
	The contractor shall provide provide storage of governing statement.	de qualified person	nnel and equipr					
				NET AMT	(b)(4)			
	ACRN AA							
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT			
0004AD OPTION	Monthly Reports	(b)(4)	Months		(b)(4)			
	FFP The contractor shall provide comprehensive report quant							
					<u> </u>			
				NET AMT				

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ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT PRICE UNIT AMOUNT** 0005 Months **OPTION** Off-site Data Tape Storage **FFP** Option Year Four August 8, 2010 through August 7, 2011 The contractor shall provide qualified personnel and equipment necessary to perform the requirements of this contract as stated in the performance work statement. PIN #: 76108 Req #: H9126860890001 (b)(4)**NET AMT** ITEM NO SUPPLIES/SERVICES QUANTITY **UNIT** UNIT PRICE **AMOUNT** (b)(4) (b)(4)0005AA Months (b)(4)**OPTION** Transport of classified **FFP** and non-classified data storage tapes. The contractor shall provide qualified personnel and equipment necessary to transport government data tapes as stated in the performance work statement. **NET AMT** ACRN AA

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ITEM NO 0005AB	SUPPLIES/SERVICES	QUANTITY (b)(	UNIT Months	UNIT PRICE (b)(4)	(b)(4)
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	ACRN AA			NET AMT	(b)(4)
ITEM NO 0005AD OPTION	SUPPLIES/SERVICES  Monthly Report  FFP	QUANTITY (b)(4)	UNIT Months	UNIT PRICE	AMOUNT (b)(4)
	The contractor shall provide comprehensive report quare	de to the Contracting all government	nent furnished o	lata tapes being stored.	

## INSPECTION AND ACCEPTANCE TERMS

## Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	A Destination	Government	Destination	Government
0001AE	3 Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AE	Destination (	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	A Destination	Government	Destination	Government
0002AE	3 Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002AE	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0003AA	Destination	Government	Destination	Government
0003AE	3 Destination	Government	Destination	Government
0003AC	Destination	Government	Destination	Government
0003AE	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0004AA	Destination	Government	Destination	Government
0004AE	3 Destination	Government	Destination	Government
0004AC	Destination	Government	Destination	Government
0004AE	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0005AA	A Destination	Government	Destination	Government
0005AE	3 Destination	Government	Destination	Government
0005AC	Destination	Government	Destination	Government
0005AE	Destination	Government	Destination	Government
	•			

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 08-AUG-2006 TO 07-AUG-2007	N/A	N/A FOB: Destination	
0001A	A POP 08-AUG-2006 TO 07-AUG-2007	N/A	N/A FOB: Destination	

0001AB	POP 08-AUG-2006 TO 07-AUG-2007	N/A	WHS/FINANCIAL MANAGEMENT DIR AARON HARDING 1155 DEFENSE PENTAGON ROOM 3B287 WASHINGTON DC 20301-1155 703-614-5105 FOB: Destination	HQ0002
0001AC	POP 08-AUG-2006 TO 07-AUG-2007	N/A	N/A FOB: Destination	
0001AD	POP 08-AUG-2006 TO 07-AUG-2007	N/A	N/A FOB: Destination	
0002	POP 08-AUG-2007 TO 07-AUG-2008	N/A	N/A FOB: Destination	
0002AA	POP 08-AUG-2007 TO 07-AUG-2008	N/A	N/A FOB: Destination	
0002AB	POP 08-AUG-2007 TO 07-AUG-2008	N/A	N/A FOB: Destination	
0002AC	POP 08-AUG-2007 TO 07-AUG-2008	N/A	N/A FOB: Destination	
0002AD	POP 08-AUG-2007 TO 07-AUG-2008	N/A	N/A FOB: Destination	
0003	POP 08-AUG-2008 TO 07-AUG-2009	N/A	N/A FOB: Destination	
0003AA	POP 08-AUG-2008 TO 07-AUG-2009	N/A	N/A FOB: Destination	
0003AB	POP 08-AUG-2008 TO 07-AUG-2009	N/A	N/A FOB: Destination	
0003AC	POP 08-AUG-2008 TO 07-AUG-2009	N/A	N/A FOB: Destination	
0003AD	POP 08-AUG-2008 TO 07-AUG-2009	N/A	N/A FOB: Destination	
0004	POP 08-AUG-2009 TO 07-AUG-2010	N/A	N/A FOB: Destination	
0004AA	POP 08-AUG-2009 TO 07-AUG-2010	N/A	N/A FOB: Destination	
0004AB	POP 08-AUG-2009 TO 07-AUG-2010	N/A	N/A FOB: Destination	
0004AC	POP 08-AUG-2009 TO 07-AUG-2010	N/A	N/A FOB: Destination	

0004AI	OPOP 08-AUG-2009 TO 07-AUG-2010	N/A	N/A FOB: Destination
	07-A00-2010		rob. Desiliation
0005	POP 08-AUG-2010 TO	N/A	N/A
	07-AUG-2011		FOB: Destination
0005AA	A POP 08-AUG-2010 TO	N/A	N/A
	07-AUG-2011		FOB: Destination
0005AE	B POP 08-AUG-2010 TO	N/A	N/A
	07-AUG-2011		FOB: Destination
0005AC	C POP 08-AUG-2010 TO	N/A	N/A
	07-AUG-2011	14/11	FOB: Destination
0005AI	POP 08-AUG-2010 TO	N/A	N/A
	07-AUG-2011		FOB: Destination

## ACCOUNTING AND APPROPRIATION DATA

AA: 9760100.2020 6302 2599 S49447 DHAC63173 AMOUNT: \$51,328.68

CIN H91268608900010001: \$0.00

#### CLAUSES INCORPORATED BY REFERENCE

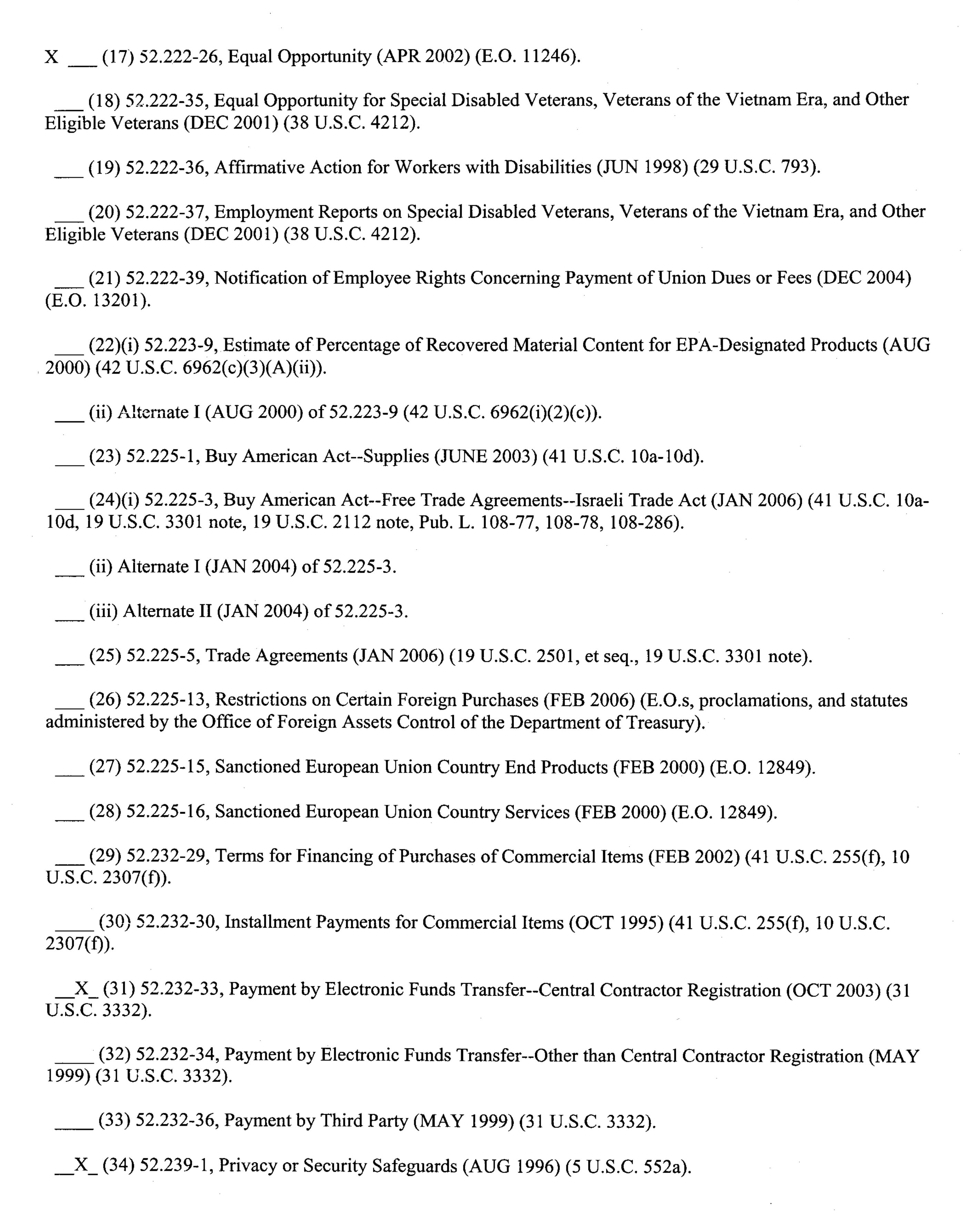
52.212-4	Contract Terms and ConditionsCommercial Items	SEP 2005
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004

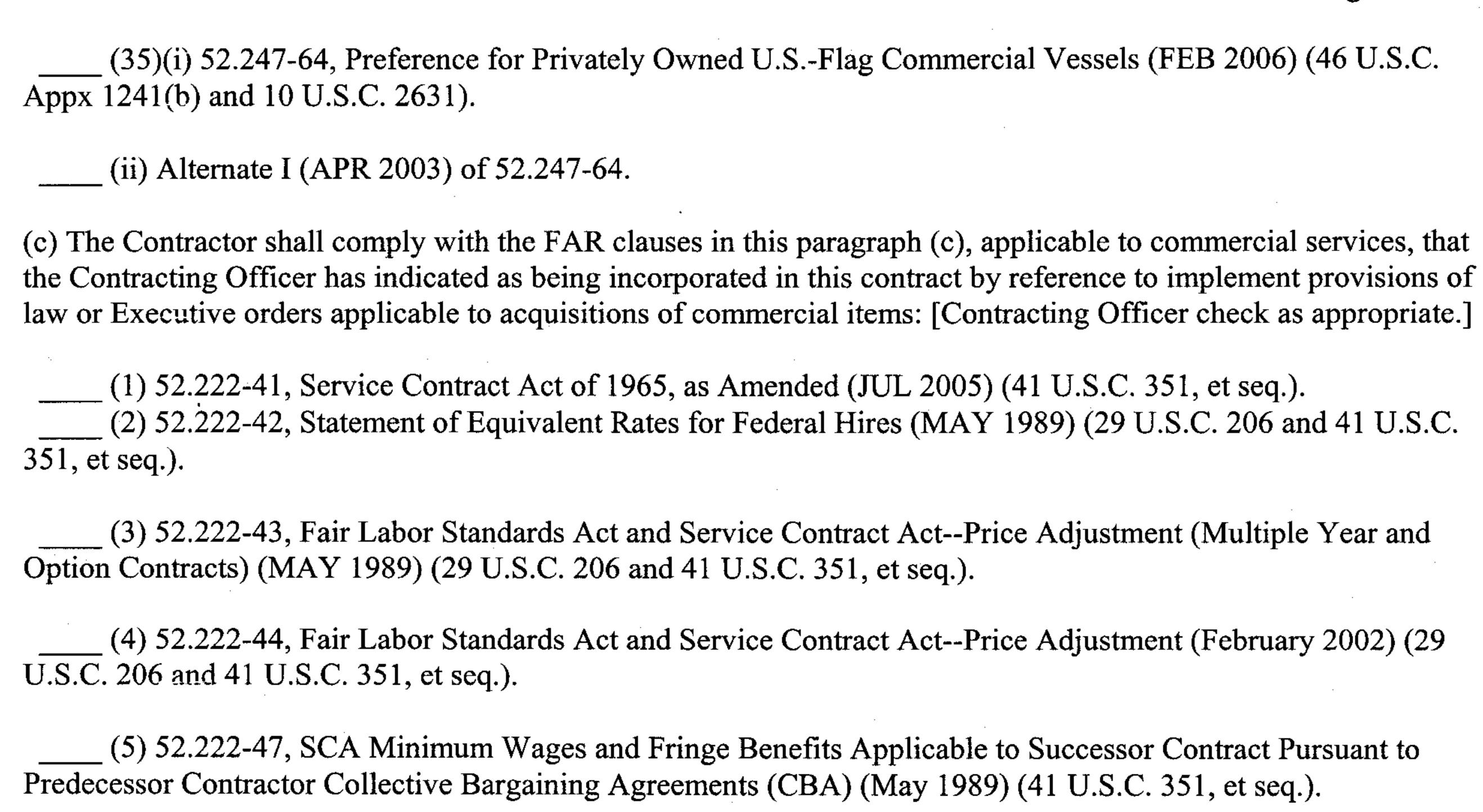
#### CLAUSES INCORPORATED BY FULL TEXT

# 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 199 (41 U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if to offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(4) [Removed].
X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-6.
(iii) Alternate II (MAR 2004) of 52.219-6.
(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-7.
(iii) Alternate II (MAR 2004) of 52.219-7.
(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
(8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (OCT 2001) of 52.219-9
(iii) Alternate II (OCT 2001) of 52.219-9.
(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (JUNE 2003) of 52.219-23.
(11) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(12) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
(14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
(15) 52.222-19, Child LaborCooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).





- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

This is a firm fixed-price contract resulting from solicitation number HQ0034-06-R-1024. The Government and Contractor have agreed on the prices and terms of this contract.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 calendar days.

(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months from date of award.

(End of clause)